HON'BLE SRI JUSTICE B. PRAKASH RAO
AND
HON'BLE SRI JUSTICE P. DURGA PRASAD

L.P.A.Nos. 288/2001, 309/2001, 310/2001 & 311/2001
and
C.M.A.No.585 of 1998

Date: 31-01-2011

L.P.A.No. 2881 of 2001:

Between:

Mrs. Tejavath Rajie

..... Appellant

and

The Branch Manager,
The New India Assurance Co. Ltd., Warangal
and another

..... Respondents

HON'BLE SRI JUSTICE B. PRAKASH RAO
AND
HON'BLE SRI JUSTICE P. DURGA PRASAD

L.P.A.Nos. 288/2001, 309/2001, 310/2001 & 311/2001
and
C.M.A.No.585 of 1998

COMMON ORDER: (Per BPR, J)

Since common question arises in these appeals, they are taken up together for disposal.

L.P.A.Nos. 288/2001, 309/2001, 310/2001 and 311/2001 have been filed by the claimants and C.M.A.No.585 of 1998 has been filed by the Insurance company.

Briefly, the facts are that on 23-01-1992 the claimants, being the injured and legal heirs of the deceased, along with other muta workers, after attending agricultural works in the fields, boarded the trailer towed to the tractor and due to rash and negligent driving of the said tractor by its driver, the tractor turned turtle as a result of which the claimants and other coolies sustained injuries. Therefore, they filed O.Ps. before the Tribunal. The Tribunal, after conducting regular enquiry, awarded

the compensation both for the cases of injured and fatal, and made the insurance company and the owner of the vehicle liable. Aggrieved by the same, appeals have been carried to this Court at the instance of the insurance company and a learned single Judge of this Court, by relying on a decision of this Court in **ORIENTAL INSURANCE COMPANY LIMITED v. J.KOTIRATNAMMA** [1], allowed the Appeals and excluded the liability of the insurance company holding that since the accident occurred due to the trailer, in which the passengers are travelling, which is not insured, and only the tractor was insured, the insurance company cannot be made liable. Aggrieved by the same, these Appeals are filed.

However, now it has been pointed out across the Bar that the said question is no longer subsisting as a Division Bench of this Court in **UNITED INDIA INSURANCE COMPANY LIMITED v. KODURU BHAGYAMMA** [2], while considering the very same question and also the provisions of Sections 2 (28), 2 (44) and 2 (46) of the Motor Vehicles Act, 1988, held that when a trailer is attached to a tractor, which is a motor vehicle and which is insured, it becomes part of tractor and therefore, no separate insurance is required for a trailer under the Act. It was further held that the insurer cannot deny its liability to pay compensation on the ground that trailer was not insured even though it was attached to the tractor which was insured. Accordingly, the insurance company was made liable and the principles laid down in **J. KOTIRATNAMM's case** (1 supra) were overruled.

In view of the same, in these Appeals, it is held that the insurance company is liable and admittedly at the time of accident, the injured and the deceased were travelling in the trailer.

Accordingly, L.P.A.Nos.288/2001, 309/2001, 310/2001 and 311/2001 are allowed, and C.M.A.No.585 of 1998 is dismissed. Since there is no dispute in regard to the quantum of compensation, we

hereby confirm the quantum of compensation as awarded by the Tribunal both for the injured and deceased. No order as to costs.

B. PRAKASH RAO, J

P. DURGA PRASAD, J

Date: 31-01-2011
YCR

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[1] 1999 (6) ALT 745
[2] 2008(2) ALT 764 (D.B.)